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8 Attorneys for 1635 Divisadero Medical Building, LLC,
a Delaware limited liability company

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10 UNITED STATES BANKRUPTCY COURT

11 NORTHERN DISTRICT OF CALIFORNIA

12 San Francisco Division

13 In re) Case No. 09-31594 DM
14 BISCHOFF'S MEDICAL SUPPLIES, INC.,) Chapter 7
15) DECLARATION OF ELAINE A.
16 Debtor.) REYFF IN SUPPORT OF MOTION OF
17) 1635 DIVISADERO MEDICAL
18) BUILDING, LLC FOR ALLOWANCE
19) OF CHAPTER 11 ADMINISTRATIVE
20) EXPENSE CLAIM BASED ON
21) UNPAID POSTPETITION RENT
22)
23) Date:
24) Time:
25) Place: 235 Pine Street, 22nd Floor
26) San Francisco, CA
27) Judge: Hon. Dennis Montali

28 I, Elaine A. Reyff, declare as follows:

29 1. I am currently employed as Asset Manager for Tusker Corporation, the property
30 manager for 1635 Divisadero Medical Building, LLC, a Delaware limited liability company
31 ("Landlord").

32 2. As Asset Manager for Tusker Corporation, my responsibilities include maintaining
33 the books and records for Landlord and its assets, including the lease of the premise known as

1 Suite 105, 1635 Divisadero Street, San Francisco, California (the "Premises"). If called to testify, I
2 could and would competently testify of my own personal knowledge to the matters set forth herein,
3 except to the extent said matters are stated upon information and belief, and as to those matters, I
4 believe such matters to be true.

5 3. As Asset Manager for Tusker Corporation, I am one of the persons in control and
6 custody of the books, records, files and documents pertaining to the Premises, and am one of the
7 persons in control and custody of the books, records, files and documents maintained by the
8 Landlord in the ordinary course of business and relied on by it in the ordinary course of business.
9 The books, records, files documents maintained by the Landlord are kept and maintained in the
10 regular and ordinary course of its business and are prepared to reflect all acts, conditions and
11 events at or near the time those acts, conditions and events occurred. Any such document was
12 prepared in the ordinary course of business of Landlord by a person who had knowledge of the
13 event being recorded and had or has a business duty to record accurately such event. I have
14 personally worked on the books, records and files. Based upon my knowledge and experience with
15 the Landlord, I am informed and believe that the books, records, files and credit records of the
16 Landlord are accurate.

17 4. As one of the custodians of records for Landlord and based upon my knowledge,
18 information and belief and my review of the books, records, files and documents in my care,
19 custody and control, I can state the following:

20 a. Bischoff's Medical Supplies, Inc., a California corporation ("Debtor") and
21 Edward Bischoff (collectively, "Tenants") were tenants of Landlord under that certain lease dated
22 October 3, 1997, by and between Landlord's predecessor-in-interest, WDG-III San Francisco
23 Medical Center, a California limited partnership, and Tenants ("Original Lease"), as amended by
24 amendment one to lease agreement dated September 8, 2000 ("Amendment One"), and further
25 amended by amendment two to lease agreement dated September 29, 2005 ("Amendment Two").
26 The Original Lease, together with Amendment One and Amendment Two, are hereinafter referred
27 to collectively as the "Lease." Copies of the Original Lease, Amendment One and Amendment
28 Two are attached as Exhibits 1, 2 and 3, respectively.

1 b. The Lease concerns the Premises, comprising approximately 2,417 square
2 feet of rentable area and approximately 2,158 square feet of usable area as more particularly
3 described in the Lease.

4 c. On June 9, 2009, Debtor filed its voluntary petition for relief under
5 chapter 11 of the U.S. Bankruptcy Code (Title 11 U.S.C.) commencing this case (the "Case").

6 d. Tenants failed to pay any rent for the period from and after the
7 commencement of the Case (such rent is referred to as "Administrative Rent") and were doing
8 business from and remained in possession of the Premises until September 23, 2009 (the
9 "Surrender Date"). Debtor removed all of its inventory and equipment from the Premises,
10 delivered to Landlord the keys to all doors in the Premises, and surrendered the Premises on the
11 Surrender Date.

12 e. There is unpaid Administrative Rent due to Landlord in the amount of
13 \$40,843.62 from the petition date to the Surrender Date. The Administrative Rent is calculated as
14 follows:

Charge	June 9-30, 2009	July 2009	August 2009	Sept. 1-23, 2009	Total
Rent	7,163.82	9,768.89	9,768.89	7,489.48	34,191.08
CAM	737.03	1,005.05	1,005.05	770.54	3,517.67
Taxes	501.65	684.07	684.07	524.45	2,294.24
Insurance	54.16	73.86	73.86	56.63	258.51
Electricity	129.01	124.51	126.83	101.76	476.25
Total	8,585.67	11,656.38	11,658.70	8,942.86	\$40,843.62

24 f. The Lease also provides that Landlord is entitled to reimbursement of
25 attorney fees incurred in collecting unpaid rent and related charges. Landlord has engaged the firm
26 of McDonough Holland & Allen PC as attorneys to bring this Motion. Landlord expects to incur
27 \$3,000.00 in attorneys fees in bringing this Motion.

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g. In addition to the Administrative Rent and attorneys fees, Debtor owes Landlord the sum of \$158,296.04 in pre-petition past due rent and future rent. The prepetition rent is the subject of Landlord's nonpriority unsecured proof of claim filed in the Case as Claim No. 31.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that this Declaration was executed on May 17, 2010, at San Francisco, California.

/s/ Elaine A. Reyff
ELAINE A. REYFF